

UNABLE TO CONSTRUCT CHANNEL MODIFICATION AGREEMENT

This Unable to Construct Channel Modification Agreement (“Agreement”) is entered into as of October 27, 2017 by and among ION Media San Jose License, Inc. (“ION”) and KTXL, LLC (“Tribune”).

RECITALS

1. ION is the licensee of television station KKPX-TV; San Jose, California; FCC Facility ID No. 22264 (“KKPX”). KKPX was granted “Unable to Construct” status by the Federal Communications Commission (“FCC”) for its post-auction transition facility on Channel 14. *See* FCC File No. 0000024869.

2. Tribune is the licensee of television station KTXL; Sacramento, California; FCC Facility ID No. 10205 (“KTXL”) that is currently operating on Channel 40 but has authority to move to Channel 33 as its post-auction transition facility. *See* FCC File No. 0000025062.

3. There is no available television channel that will permit unilateral resolution of KKPX’s Unable to Construct status in compliance with coverage requirements of the Spectrum Act, Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, 126 Stat. 156, § 6403 (2012) and the FCC’s rules and regulations. Discussions between the FCC and KKPX have resulted in a channel resolution under which KKPX would use Channel 33 as its post-auction transition facility. *See* FCC File No. 0000029965. For KKPX to use Channel 33, KTXL must move from Channel 33 to Channel 22.

4. At the request of FCC staff, KKPX and KTXL have filed contingent applications for the purpose of serving the public interest by resolving KKPX’s Unable to Construct status.. In order for those contingent applications to be granted, ION’s sister entity, ION Media Sacramento License, Inc. must has filed a contingent application to move its station KSPX-TV; Sacramento, California; FCC Facility ID No. 52953 (“KSPX”) from Channel 22 to Channel 21 and Entravision Holdings, LLC has filed a contingent application to move its station KDJT-CD; Monterey-Salinas, California; FCC Facility ID No. 52888 (“KDJT”) from Channel 33 to Channel 26. The applications described in this paragraph are referred to herein as the “Pending Applications”.

5. FCC staff has represented to KKPX and KTXL that all reasonable costs incurred by KTXL to move to Channel 22 shall be reimbursable expenses subject to FCC reimbursement pursuant to the Spectrum Act (“Reimbursable Expenses”).

AGREEMENT

The parties agree as follows:

1. ION and Tribune acknowledge that it is in the public interest and in their mutual interest to seek the channel changes as set forth in the Pending Applications. Aside

from the agreements reflected herein, no other consideration has been received or promise by or to ION and Tribune in connection with this Agreement.

2. KKPX amended its pending construction permit application to move to Channel 33, FCC File No. 0000029965, on October 2, 2017.
3. KSPX filed a construction permit application to move to Channel 21 on October 2, 2017.
4. KDJT will file a construction permit application to move to Channel 26 on October 2, 2017.
5. KTXL filed a construction permit application to move to Channel 22 on October 2, 2017.
6. Each of KKPX, KSPX and KTXL shall file a copy of this Agreement with the FCC as part of their respective construction permit applications (or provide a copy of this Agreement to the FCC by other means as may be requested by the FCC).
7. ION acknowledges that Tribune's obligations under this Agreement will cause it to incur costs in excess of what KTXL estimated as its relocation costs to move to Channel 33 in its submissions to the FCC (the "Excess Costs"). KTXL will seek reimbursement for all of its Excess Costs incurred related to Tribune's obligations under this Agreement. ION agrees that it will directly reimburse Tribune for any Excess Costs within thirty (30) days of receipt from Tribune of an invoice demonstrating such Excess Costs (such payments by ION, the "Upfront Payments"). In the event that the FCC later reimburses Tribune for any Excess Costs, Tribune will refund to ION any Upfront Payments for Excess Costs reimbursed by the FCC, provided that: (i) ION shall be entitled to a refund of Upfront Payments only after Tribune has received sufficient payments from ION and the FCC, considered in aggregate, to cover all Excess Costs; and (ii) in the event that Tribune is required to refund to ION for any Upfront Payments, such refund will be made within thirty (30) days of receipt by Tribune of reimbursement funds from the FCC. Tribune agrees that it will incur and invoice ION only Excess Costs that it reasonably believes could be reimbursed by the FCC under the FCC's reimbursement guidelines.
8. ION and Tribune agree that they will take all steps that are reasonably required to effectuate this Agreement and to obtain FCC approval by final order for the construction permit applications for KKPX to move to Channel 33 and for KTXL to move to Channel 22 unless such actions would have a material adverse effect on the party declining to take such action.
9. If the FCC does not grant any of the construction permit applications referenced herein relating to KTXL, KKPX, KDJT or KSPX, this Agreement shall become null

and void, shall have no further effect, and shall cease to be binding on ION or Tribune.

10. ION and Tribune each warrant and represent that this Agreement has been approved by such action as is required under their respective governing documents.
11. This Agreement may not be amended except by an instrument in writing signed on behalf of ION and Tribune. This Agreement constitutes the entire agreement and understanding of ION and Tribune in connection with the move of KKPX to Channel 33 and the move of KTXL to Channel 22 and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement express or implied is intended or shall be construed to give any rights to any person or entity other than ION and Tribune and their respective successors and permitted assigns. This Agreement may be executed in counterpart signature pages, and each such counterpart signature page shall constitute one in the same original signature page.

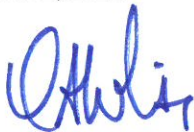
Agreed:

ION MEDIA SAN JOSE LICENSE, INC.



By: Michael Hubner
Title: General Counsel

KTXL, LLC



By: Leiba White
Title: VP/General Counsel